

Exhibit A



Charging Station Readiness Proposal

Proposal Number P-SB20221201-206178-TK-REV.1		Date December 1, 2022	
Site Contact Brandon Groves brandon@sherwoodgroves.com (570) 265-2107 (570) 574-1212		Site ID 206178 SHERWOOD GROVES BUICK, GMC 454 GOLDEN MILE RD TOWANDA, PA 18848	Customer Principle
<div>SCOPE OF WORK</div> <div><div>FOR A TURNKEY CONSTRUCTION</div><div>SOLUTION OF INSTALLATION FOR EV CHARGERS AT THIS LOCATION</div></div>			
The general scope of supply descriptions are shown below unless detailed differently in the scope section below:			
1) BY ABM:		Obtain permit, provide engineering, and required municipal inspection for the location	
2) BY ABM:		Supply and installation of circuit breakers, conduit, wiring, disconnects and the charging stations for the site	
3) BY ABM:		Assembly of chargers, connection, and startup	
4) BY ABM:			

DETAILED SCOPE OF WORK DESCRIPTION:

- Provide feeders, install, activate and commission all EV Chargers listed in the itemized scope below.
- Fixed Operations/Service: Install [1] 19.2kW charger, and [1] NEMA 14-50 Receptacle on a 50A 240V AC Dedicated Branch Circuit.
- Exterior near Service: Install [1] 50kW charger.
- Proposal includes an additional conduit for future DC charger(next to 50kW).
- An Electrical Service Upgrade is required to accommodate the additions indicated in this proposal.
 - Install [1] new, 800A-208V panelboard for the parking lot DCFCs and a 400A-208V panelboard for the shop.
 - New service equipment to be placed within 50ft of the existing service equipment. Location subject to Utility and AHJ approval.
 - New equipment will be placed as shown on the EV Charger Locations drawing. Location subject to Utility and AHJ approval.
 - Conduit and conductors to new utility transformer, primary and secondary, are excluded from this quote pending consultation and design with the Utility and AHJ.
 - Service design is subject to engineering review, AHJ approval and Utility approval.
 - Utility Charges and AHJ Charges of any type are excluded.
 - Utility Transformer upgrades, changes, provision, installation, terminations, etc. are excluded.

EXCLUSIONS:

- Pricing excludes any fees associated with permitting, inspections, DOT regulations or requirements, short circuit and arc flash studies, or selective coordination studies.
- Pricing excludes any fees that may be applied by the Utility Provider or AHJ.
- Pricing excludes traffic control, signs and temporary power required for continued dealership operations.
- Pricing excludes any striping accommodations for accessible charging spaces and path of egress and any landscaping repairs.
- Pricing excludes costs associated with engineering & design assistance pertaining to items not included, or specifically excluded from this quote.
- Pricing excludes all special tools and dealer equipment that may be required by GM.
- Any revisions in scope and / or quantities will require a signed change order to be provided prior to completing the work.
- Pricing assumes that the existing conditions comply with the National Electrical Code (NEC) / Canadian Electrical Code (CEC) and local electrical code standards and that each energized component is in proper working condition. If situations are encountered that require Electrical repairs to meet Code Requirements, additional charges may apply. No additional work will be completed without prior approval and will require a signed Change Order.
- Pricing excludes work associated with code upgrades to existing installations including NEC 210.4 (B), (D) & 240.15 (B)(1) for all existing feeders and branch circuits to be re-used. Any additional neutral conductors or re-grouping of existing breakers is excluded.
- Pricing is contingent on a continuous project from start to finish. Delays caused by phase releases, material delivery or disruption to mobilization due to customer caused delays may result in additional costs.
- Equipment and network pricing subject to change.



Charging Station Readiness Proposal

ITEMIZED SCOPE INCLUSION DETAILS:

QTY.	Description	Price Each	Ext. Price
1	Smart - QW2-80U-W1-N1-N-25 No LCD 80A, Single, 19.2 KW (Service), 25' cord	\$2,285.12	\$ 2,285.12
1	Blink Smart and Kiosk - WAR -3 Smart and Kiosk Station Extended Warranty year 3	\$475.00	\$ 475.00
1	TX20020253819003 Terra 54 Cable Management Solution for single outlet CCS1 units (includes one cable retractor)	\$1,190.46	\$ 1,190.46
1	6AGC084934 - 154HV C- GMW ABB's Terra 54HV C DC fast charger has been designed to support 50 kW continuous charging for vehicles with battery voltages requiring up to 920 VDC with one 20 foot long CCS1 charging cable. ABB's 4G modem-connected chargers feature a 5x10kW redundant power module architecture for high uptime and remote serviceability – with a 7" high-brightness color touchscreen display, RFID, support for OCPP 1.6 integrations, and comes with a 2 year warranty. (65KAIC) Nayax credit card reader is not included and available as a separate accessory that may be purchased.	\$23,630.95	\$ 23,630.95
1	ABB 50KW 3 Year of extended warranty (per station) - Parts & Labor	\$2,384.73	\$ 2,384.73
1	ACTX4, CDN - COMM-Tx4 - Activation Fee per Terra 54 - ABB will remotely activate the unit in our diagnostic system, check for any errors, load latest version of firmware and log unit for warranty activation, any specific customizations that have been purchased by the customer are completed at this time.	\$233.10	\$ 233.10
1	Site Assessment Rebate	-\$1,500.00	\$ (1,500.00)
1	6AGC064781 - Charger Connect-ABB-ANNUAL-3; ABB Charger Connect - Includes GSM connectivity, cellular data plan, live software updates and 24/7 NOC monitoring (Cost per station per year) - 3 year	\$616.07	\$ 616.07
1	GMC Preventive Maintenance - 3 year (Parts invoiced separately at time of service)	\$1,950.00	\$ 1,950.00
1	EVConnect - Data Plus L2 -3 Data Plus support per charger Subscription for back of the house charges L2 - 3 yr	\$300.00	\$ 300.00
1	EVConnect - Data Plus L3 -3 Data Plus support per charger Subscription for back of the house charges L3 - 3 yr	\$600.00	\$ 600.00
EQUIPMENT SUBTOTAL			\$ 32,165.43
1	ABM-PERMITS	Permits	\$ 2,976.19
1	ABM-DESIGN	Engineering	\$ 5,357.14
1	ABM-PM	Project Management	\$ 3,105.01
1	ABM-MAT	Material	\$ 112,500.00
1	ABM-INSTALL	Electrical Construction / Equipment Installation	\$ 67,416.67
1	ABM-CIVIL	Trenching / Sawcutting / Concrete Pad	\$ 34,523.81
INSTALLATION SUBTOTAL			\$ 225,878.81
SUBTOTAL			\$ 258,044.24
2	Shipping of Equipment		\$ 2,776.19
All applicable sales, use or other indirect pass-through taxes will be imposed as required by state statutes in accordance with laws covering separated charges for materials, installation labor, shipping, optional warranty coverage and software updates at time of invoicing.			
TOTAL BEFORE TAXES			\$ 260,820.43

Pricing Valid for 30 Days from the date of the proposal. All applicable taxes will be applied at the time of invoicing.

Exclusions/Clarifications:

- 1) Permitting does not include additional requirements from zoning issues or previous site problems with the municipalities
- 2) Does not include abatement of hazardous materials that may be discovered during the course of the project or unforeseen underground obstructions (solid rock, concrete, refuse)
- 3) At times, signal boosting antennae are required for the wireless features of some charging stations to function properly. During the original site visit we make every effort to determine the need for signal boosting antennae. However, even if signal boosting antennae are not included with this quote, a need could arise in the future. Due to the nature of cellular networks possible interference and line of sight obstructions could create the need for some antennae. Once the installation of the charging station(s) has been completed, the functionality of the wireless network capabilities will be tested. If at that time or any time thereafter it is determined signal boosting antennae are required, a separate quote will be provided.
- 4) Due to the after-effects of COVID-19 and the recovering industries, we are now in an economy with increasing cost fluctuations. It is not reasonable to price construction products with enough contingency to plan for volatile markets. Due to the complexities of the utility, design, permitting, and construction, ABM wants to reserve the right to adjust the pricing based upon the London Metal Exchange: LME Copper and London Metal Exchange: LME Steel HRC N. America (Platts) index. The date of the proposal index values will be compared to the index value at the time of installation and if the index has increased by more than 2% ABM will request the difference in the indexes to the pricing. ABM will increase the percentage of market index change as applied to the pricing based upon 75% of the cost to be copper and 25% of the cost to be Steel.
- 5) Pricing Valid for 30 days and based upon above clarifications.



SYMBOL KEY	
	Blink 19.2KW AC Advanced Charger
	Blink 19.2KW AC Smart Charger
	Blink 19.2KW AC Dual Pedestal Charger
	ABB 24KW DC Fast Charger
	ABB 50KW DC Fast Charger
	ABB 120KW DC Fast Charger
	ABB 180KW DC Fast Charger
	NEMA 14-50 Receptacle
	Panel/Sub Panel Addition
	Proposed Transformer
	Existing electric room/ Service

ABM™
Building Value

Scale: As Noted

Revision: P-SB20221201-206178-TK-REV.1

Date: 12/7/2022

Sheet Title: Site Drawing

Provided By: ABM Electrical Power Services
14201 Franklin Ave
Tustin, CA 92780
866-265-2838
evsales@abm.com

Solution Designer:

Project Name/Location: SHERWOOD GROVES BUICK GMC
454 GOLDENWILE RD
TOWANDA, PA 18848

Sheet Number: EV 1.1



ABM Electrical Power Services
 14201 Franklin Ave,
 Tustin, CA 92780
 Office 866.226.2838
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 GMCUSADealers@abm.com

Terms and Conditions

These Terms and Conditions shall govern Buyer's purchase of products ("Products") and services ("Services") described in the Proposal to which these Terms and Conditions are attached.

Terms of Payment:

1. Terms of payment for the Products and Services are net thirty (30) days. Any invoice not paid within thirty (30) days from the date of invoice will be subject to a service charge equal to the lesser of One and One-half percent (1.5%) per month on account balances or the maximum percentage permitted by law.
2. At ABMEPS's will invoice the Buyer on a monthly basis based upon percentage complete of the project.
3. All pricing and payment terms contained herein are contingent upon a favorable Credit Report for Buyer. Upon receipt of a less than favorable credit report ABMEPS reserves the right to withdraw the Proposal, modify the pricing, or require payment when Products are provided or Services are rendered, or advance payment of the total job quotation before providing Products and Services.
4. ABMEPS invoices 20% mobilization of the entire scope of supply upon receipt of the order and invoices monthly based upon percentage of completion. Percent Job Completion is inclusive of equipment order, engineering, project management, installation and construction.
5. All prices are exclusive of any federal, state, local and foreign taxes, duties, customs and other fees relating to the sale, transportation, use, performance or possession by Buyer of the Products and Services. Any applicable taxes shall be added at the time of invoicing. In the event any invoice(s) remain outstanding for longer than sixty (60) days, Buyer agrees to pay ABMEPS, to the extent permitted by applicable law, all reasonable costs and expenses, including reasonable attorney's fees, incurred by ABMEPS in connection with attempting to collect the outstanding invoice(s).
6. ABMEPS reserves the right to de-activate the charging equipment for non-payment.

Delivery & Delays:

Time is of the essence with respect to the delivery of the Products and performance of the Services. The delivery dates set forth in the Proposal are the required delivery dates at Buyer's designated facility. Buyer reserves the right to refuse all or any portion of the Products and Services if ABMEPS fails to deliver or perform timely any portion thereof. The shipping terms for all Products shipped from a location within the United States are F.O.B. Buyer's designated facility, and the shipping terms for all Products shipped from a location outside the United States are DDP (Incoterms 2010) Buyer's designated facility. All Products shall be suitably packed, marked with marked with Buyer's purchase order number and other information specified by Buyer, shipped in accordance with the shipping instructions set forth in the Proposal and otherwise prepared for shipment in accordance with the requirements of the carrier. ABMEPS shall not be liable for delays or performance resulting from causes beyond its reasonable control, acts of God, acts or omissions of Buyer, fire, strike or other labor difficulty. Should there be a delay, the date of delivery or performance shall be extended.

Installation, Acceptance and Rejection:

The Products and Services shall be subject to inspection, evaluation and testing by Buyer after installation, and notwithstanding any payment that may be made, the Products and Services shall not be deemed accepted until such inspection demonstrates to Buyer's satisfaction that the Products and Services conform to these Terms and Conditions. In the event Buyer rejects any portion of the Products or Services due to the results of such inspection, in Buyer's discretion, ABMEPS shall accept return of the Products and refund the Products, re-perform the Services, replace the Products or repair the Products to Buyer's satisfaction, all at ABMEPS's expense. Buyer's inspection shall not constitute a waiver of the right of subsequent rejection by reason of any latent or otherwise undiscovered defect.

Cancellation:

Notice of cancellation of Services to be performed must be received thirty-six (36) hours prior to the agreed upon date and time. Unless such notification is provided, charges will be incurred. These charges will be ABMEPS's cost plus ten percent (10%) and will include any rental equipment for the Project.

Force Majeure:

Any delay or failure of either party to perform its obligations under this Agreement (other than the obligation to pay amounts that are otherwise due under the terms of this Agreement) will be excused if it is caused by an event beyond its reasonable control and without its fault or negligence. This will include, but is not limited to, acts of God, actions by governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, terrorist acts, labor problems, supply chain delays or global pandemics and governmental responses thereto. The party claiming force majeure must promptly notify the other party of the event.

Assignment:

ABMEPS reserves the right to assign this project in part or in total to an affiliated ABM entity.

Termination:

An order may be terminated only by mutual written agreement between Buyer and ABMEPS and only upon payment of costs and expenses already incurred by ABMEPS.

Safety:

ABMEPS agrees to comply with all applicable federal, state, local, National Electric Codes and project safety rules and regulations. ABMEPS reserves the right not to perform work that in its opinion violates OSHA Electrical Safety-Related Work Practices; Final Rule or other safety rules and regulations.

Standby Time:

When ABMEPS service personnel are on the job site but unable to perform Services requested because of circumstances beyond ABMEPS's control, the customer will be charged standby time at the applicable rate for each such ABMEPS service person (up to a maximum of eight (8) hours per day per person).

Indemnification:

ABMEPS shall indemnify, defend and hold harmless Buyer and its affiliates, and its and their respective directors, officers, employees, agents, insurers, customers, successors and assigns from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and legal costs) that they, or any of them, may sustain or incur as a result of (a) any actual or alleged breach of any representation, warranty or covenant made by ABMEPS in these Terms and Conditions, or (b) any actual or alleged injury to or death of any person, or any actual or alleged damage to or loss of any property, to the extent caused by (x) any Products in the possession or under the control of ABMEPS, its employees, agents or subcontractors, (y) any Services performed by ABMEPS, its employees, agents or subcontractors, or (z) the negligent acts or omissions or intentional misconduct of ABMEPS, its employees, agents or subcontractors.

Liability:

ABM Electrical Power Services and its contractors and suppliers of any tier, shall not be liable for any special, indirect, incidental, or consequential damages of any kind in connection with the provision of Products or performance of Services, whether arising in or based on contract, tort, statute, strict liability, warranty or otherwise.

Warranties:

ABMEPS represents, certifies and warrants that the Products and Services provided to Buyer shall: (a) be free and clear of all liens and encumbrances, good and merchantable title thereto being vested in Buyer; (b) conform to, and be capable of performing as described in, all specifications and requirements set forth or referenced in the Proposal; (c) be fit for the use(s) intended by Buyer; (d) be installed, or be performed, by adequately trained, properly supervised personnel in a good and workmanlike manner and in accordance with the best practices in ABMEPS's industry; (e) not incorporate or consist of commercial surplus, used, remanufactured or reconditioned material or components, or material or components of such age or so deteriorated as to impair the usefulness or safety thereof; and (f) comply with, and have been produced, processed, packaged, labeled, delivered, installed, performed and sold, and be capable of operating in conformity with, all applicable federal, state, local and foreign laws, regulations, codes, orders, standards and permitting and licensing requirements. ABMEPS acknowledges that it knows that Buyer is relying upon ABMEPS's skill and judgment to select and furnish suitable Products and Services for Buyer's particular purposes. NOTWITHSTANDING THE FOREGOING, ABMEPS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED, CONCERNING MATERIAL AND EQUIPMENT MANUFACTURED BY OTHERS. ABMEPS sells and delivers all Products not manufactured by it "AS IS," but ABMEPS shall assign to Buyer any applicable manufacturers' warranties covering such Products not manufactured by it and shall otherwise use its best reasonable efforts to obtain from the manufacturer, in accordance with the manufacturer's customary practices, the repair or replacement of any Products which may prove defective in workmanship or material. The foregoing shall be the exclusive remedy of Buyer and the sole obligation of ABMEPS with respect to Products manufactured by others. In the event any of the Products or Services do not comply with the foregoing warranties, Buyer may require ABMEPS, at its sole cost and expense, to repair or replace the Products or to re-perform the Services properly or return the Products to ABMEPS at ABMEPS's risk and expense for replacement, credit or full or partial refund, as Buyer shall direct.



ABM Electrical Power Services
14201 Franklin Ave,
Tustin, CA 92780
Office 866.226.2838
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GMCUSADealers@abm.com

We instruct ABM Electrical Power Services, LLC (ABMEPS) or subsidiaries to proceed with scheduling and performing the work described in the attached proposal.

ABMEPS Proposal Number: P-5820221201-206178-TK-REV.1

Project Site Address(es): SHERWOOD GROVES BUICK, GMC, 454 GOLDEN MILE RD, TOWANDA, PA 18848

Authorized Project Amount: \$ 260,820.43 Proposed Date to Begin Work: _____

Project Comments/Notes: _____

Site Contact Name: Brandon Groves Site Contact Phone: (570) 574-1212

Site Contact E-mail Address: brandon@sherwoodgroves.com

cell #
(570) 268-1416
desk #

erin@sherwoodgroves.com

Customer Authorization Signature: _____

Printed Name & Title: Brandon J. Groves, President / Dealer Principal

Date: 12/10/22 Phone: 570 268-1416 E-mail: brandon@sherwoodgroves.com
erin@sherwoodgroves.com

BILLING INFORMATION REQUIRED

ABMEPS is instructed to bill this project per the pricing outlined in the proposal accordingly:

Purchase/Service Order or Contact Number is (mark one): ☐ Required on invoice ☐ Not required

If required, provide number here: _____

Expiration Date: _____

Sales Tax Information:	Tax Jurisdiction: <u>Pennsylvania (6%)</u>
	Select: <input type="checkbox"/> Direct Pay <input type="checkbox"/> Sales
	<input type="checkbox"/> Cost <input type="checkbox"/> Non-Tax (Provide Tax Certificate with order or tax will be charged when invoiced)

Full Billing Name: Sherwood Groves Auto Group LLC

Billing Address: 454 Golden Mile Road

Billing City, State, and Zip Code: Towanda, PA 18848

Accounts Payable Contact: Jean Stackhouse

AP Phone Number: 570-268-1429 AP Email Address: jean@sherwoodgroves.com

E-mail Address for Invoice Processing: _____

Please help streamline invoicing by providing an e-mail address for invoice processing.

* paper
billing
only!

ABMEPS Project Authorization Signature: _____

Terms and Conditions:

The attached ABM Electrical Power Services, LLC Terms and Conditions (the "Terms and Conditions") will apply. Authorization to proceed with the work outlined in the Proposal shall constitute Site Host's ("Buyer's") acceptance of these Terms and Conditions in full. No proposal shall be binding on ABMEPS until signed by an authorized representative by ABMEPS above. Oral authorizations to proceed must be confirmed to ABMEPS in writing (Fax or e-mail) before project start. If there is a conflict or discrepancy between terms and conditions in the Buyer's purchase authorization and the Terms and Conditions, the Terms and Conditions shall prevail unless specifically authorized, in writing, by ABM Electrical Power Services, LLC.

12/16/2022

The information contained in this proposal is considered to be of a confidential and proprietary nature, the rights of which belong to ABM and are protected under copyright and trade secret laws. This information is being provided to the purchaser to evaluate ABM's proposal and performance should a contract be awarded to ABM. Neither this proposal nor any information contained therein nor any proprietary information furnished pursuant thereto, shall be disclosed to others or used for any purpose other than set forth above without the prior written approval of ABM. If you should have any questions, please feel free to contact us at (866) 226-2838.

Sincerely,

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evconnect

SALES ORDER


Customer: SHERWOOD GROVES BUICK, GMC				Contact: Brandon Groves			
Address: 454 GOLDEN MILE RD				Phone: (570) 574-1212			
TOWANDA, PA 18848				E-Mail: brandon@sherwoodgroves.com			
Subscription Services							
Subscription Services	"Initial Service Term"		Service Offering	Qty.	"Initial Service Term"	"Initial Commissioning"	"Transaction Fees"
Level 2 or 3 "EV Cloud Subscription Services"	0	Yrs.	Data Only	0		Waived	N/A
	3	Yrs.	X Data Plus L2	1		Waived	N/A
	3	Yrs.	X Data Plus L3	1		Waived	N/A
	0	Yrs.	Operate	0		Waived	3% of base session Fees
	0	Yrs.	Optimize	0		Waived	3% of base session Fees
Agent/VAR: The Initial Service Term Fee(s) set forth in the Subscription Services table above shall be payable by Customer to the following EV Connect sales Partner: ABM Contact email: EVSales@abm.com							

The customer described in this Sales Order above ("Customer") and EV Connect, Inc. ("EVC") hereby agree, as of December 01, 2022, to the EV Connect Terms and Conditions in the form set forth at www.evconnect.com/legal including all of the exhibits thereto (collectively, the "T&Cs"). The T&Cs are hereby incorporated in full into this Sales Order. This Sales Order constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Sales Order supersedes all prior agreements or representations, oral or written, regarding such subject matter. If there is a conflict between the terms of this Sales Order and the terms of EVC's Quote or any other agreement between the parties, the terms of this Sales Order will prevail.

EV Connect, Inc.

By: _____
 Name: _____
 Title: _____

Customer:

By: 
 Name: Brandon Groves
 Title: *President / Dealer principal*

Site Name: SHERWOOD GROVES BUICK, GMC		Service Mgr. Name: <i>Rob Flanagan</i>	
Service Mgr. Email: _____		Service Mgr. Phone #: <i>(570) 268-1433</i>	
Address: 454 GOLDEN MILE RD		Network: _____	
TOWANDA, PA 18848		Wi-Fi (SSID): _____	
		Username: _____	
		Password: _____	

March 2021



Network Requirements

An internal (non-public) Wi-Fi network is required.
 Wi-Fi encryption is ideal - WPA2-PSK/WPA2 Personal.
 Good signal strength based on station location. The 2.4GHz band is best for distance.
 32 character limit on passwords.



Important Wi-Fi Information

Both SSID and Passwords are case sensitive.
 Stations cannot be used on Wi-Fi networks with a Captive Portal (eg: public-facing open networks).
 Wi-Fi network passwords should not be changed. Changed passwords will require the station to be re-configured; this will require a site visit.
 *Please contact your company's IT department to assist with Wi-Fi setup and configuration.
 Service trip fees will apply.
 For questions, please e-mail gmtechsupport@evconnect.com



Client Release Form

ABM Industries Incorporated ("ABM") requests permission to use certain of Brandon Groves's ("Client") name, logo, photographs, videos, testimonials, and/or quotes (the "Client Information"), as part of ABM's communications plan.

the purpose of this Client Release is to describe the activities in which you agree to participate and the use rights of the parties with regard to the Client Information.

Client grants ABM and its affiliates' the use of Client Information in the following:
(Please check those instances where you are granting your Company's consent.)

- ☒ In press releases, social media posts, case studies, client profiles, and/or any other ABM marketing materials (video and print) jointly approved by ABM and Client.
- ☒ In a listing of representative customers on ABM's website.
- ☒ In a listing of representative customers in ABM's sales materials.
- ☒ In a listing of representative customers in ABM's employee recruiting materials.
- ☒ In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.
- ☒ In the ABM Annual Report, Description of Business in the following context: "ABM provides janitorial services for businesses, such as . . ."

Client agrees that it will receive no compensation from ABM relating to the publication, distribution or other use of the Client Information.

For any Client Information that requires interaction with Client employees, Client will permit ABM to interview Client's employees and/or contractors to gather the required information, including quotes. Client agrees to obtain sufficient permissions from any of Client's employees and/or contractors whose quotes, names, or pictures appear in the above-listed ABM materials, in order to grant the rights herein described.

Both parties agree that the final version of the Client Information will not be altered without prior written consent from the other party. ABM also agrees to stop distributing, publicly referencing, and displaying the Client Information at any time upon written request from the Client.

Each party agrees to release the other party and its contractors, agents, and employees, from any claims relating to use of the material that the releasing party provides and which is included in the Client Information, so long as such use is in accordance with the rights granted under this release.

ABM thanks you for your consideration and assistance in this important request.

ABM Industries Incorporated

Justin Halstead, Vice President eMobility
Name, Title

12/16/2022

Date

Shenwood Groves Auto Group LLC
Client Company

Brandon Groves
Name, Title

12/10/22

Date

866.624.1520
ABM.com

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ATB-11100-1119